

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION AT DAYTON**

PAMELA RODKEY and CHERIE	:	Case No. 3:16-cv-311
CUMMINGS, on behalf of themselves	:	
and all other similarly situated employees	:	Judge Thomas M. Rose
nationwide, and on behalf of the Ohio	:	
and Oregon classes,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
1-800 FLOWERS SERVICE SUPPORT	:	
CENTER, INC., HARRY AND DAVID,	:	
LLC,	:	
	:	
Defendants.	:	

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**ENTRY AND ORDER GRANTING JOINT MOTION TO SEAL REDACTED  
TERMS OF SETTLEMENT AGREEMENT (DOC. 136)**

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This FLSA action is before the Court on the parties’ Joint Motion to Seal Redacted Terms of Settlement Agreement (Doc. 136). As noted in its October 3, 2018 Order, the Court “must set forth specific findings and conclusions ‘which justify nondisclosure to the public’” of any information filed in its record. *Rudd Equip. Co., Inc. v. John Deere Constr. & Forestry Co.*, 834 F.3d 589, 594 (6th Cir. 2016) (quoting *Brown & Williamson Tobacco Corp. v. FTC*, 710 F.2d 1165, 1176 (6th Cir. 1983)). Here, the parties argue that they “have requested a very narrow redaction of the terms of their negotiated settlement agreement, seeking to maintain as confidential only the amount of the settlement payment from Defendants to Plaintiffs (including payments to be made from such payment).” (Doc. 136 at 3.) Defendants wish to maintain the confidentiality of such information “in order to avoid baselessly spurring other lawsuits against Defendants and their sister entities, whether cases that are currently pending and/or new litigation.” (*Id.* at 3-4.) They note that neither the Plaintiffs nor the class members will be prejudiced by maintaining the

confidentiality of the payment information because the settlement payments and payments to be made therefrom will be included in the Notice that the class members will receive. (*Id.* at 4.) Moreover, the Court has and will have an unredacted version of the settlement agreement, which it may consider in connection with its determination of whether the settlement terms are fair and reasonable.

The Court finds the parties' reasons for maintaining the confidentiality of the payment terms justify their sealing in this case. Due to the parties' very narrowly tailored request, any third party interested in the settlement will still have access to a lot of information about its proposed terms. The amount of the settlement, while certainly material to the parties, may not carry the same significance to third parties, whose facts and circumstances could vary considerably from those in this case. The Court will reconsider its analysis of this issue should any third party file a motion for disclosure of the payment terms. Of course, if that were to occur, the parties would also have an opportunity to argue their position as well.

For the reasons above, the Joint Motion to Seal Redacted Terms of Settlement Agreement (Doc. 136) is **GRANTED**.

**DONE** and **ORDERED** in Dayton, Ohio, this Friday, October 19, 2018.

s/Thomas M. Rose

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THOMAS M. ROSE  
UNITED STATES DISTRICT JUDGE